The purpose of this document is to set forth the agreement under which employees may enjoy home use of software being provided pursuant to Lansing Community College’s Microsoft Campus Agreement (“MS Agreement Software”). Employees agree to read the complete Microsoft Agreement found at the following URL → http://www.microsoft.com/licensing/about-licensing/product-licensing.aspx and further agree to be responsible for any violation caused by their use.

User hereby agrees to indemnify and hold Lansing Community College and its officers, Trustees, employees and agents harmless for any loss, damage, expense or liability resulting from any claim, action or demand, arising out of or related to the MS Agreement Software, including reasonable attorney’s fees. Such claims shall include, without limitation, those based on trademark or service mark infringement, trade name infringement, copyright infringement, dilution, tortious interference with contract or prospective business advantage, unfair competition, defamation, unlawful discrimination or harassment, rights of publicity, and invasion of privacy.

Microsoft Home Use Program Now Available

You are now eligible to participate in Microsoft’s Software Assurance Home Use Program (HUP). This program enables you to get a licensed copy of most Microsoft® Office desktop PC applications to install and use on your home computer.

Under the Home Use Program, you and our other employees who are users of qualifying applications at work (e.g. Office Enterprise) may acquire a licensed copy of the corresponding Home Use Program software (e.g. Office Enterprise) to install and use on a home computer. You may continue using HUP software while you are under our employment and as long as the corresponding software you use at work has active Software Assurance coverage.

We trust you will enjoy this benefit and look forward to your participation.

Sincerely yours,

Information Technology Services
Information Technology Services Division  
Lansing Community College  
Agreement for Home Use of Microsoft Software  
Provided Under the MS Campus Agreement

1. **This software is provided to Lansing Community College employees ONLY, specifically, full and part-time employees.** This agreement does NOT extend to students, student employees, retirees, or non-paid volunteers.

2. Employee purchased MS Agreement Software **may not be installed on any college hardware.**

3. Eligible employees may purchase **one copy** of any version of the MS Agreement Software from the college. Eligible employees may install these products on a **single** home laptop or home desktop computer that is in regular use by the employee.

4. The employee accepts all responsibility for proper installation of the MS Agreement Software. **There is no telephone support available for this software.** If the employee is not technically proficient to handle an installation, they are advised to seek professional assistance to be sure that the install is properly handled. A README file is located in the root directory of the install CD and can be very helpful when installing software. Support for the Microsoft Agreement Software can be found at the following address ➔ [http://support.microsoft.com/search/](http://support.microsoft.com/search/)

5. The number of CD-ROM disks necessary for any application determines the cost of the software. The total cost is calculated by the following formula: \[ \text{Total Cost} = \text{# of disks} \times 10.00 \]

6. **Software that is sold as suite applications may not be purchased individually or installed on more than one computer.** For example, we sell MS Office Pro; we do not sell MS Word as a separate application. It is a violation of the agreement with Microsoft to install Word on one computer and Excel on another.

7. **An employee may only own or use one copy of any version of software that is sold by the college.** He/She may not sell or transfer any of the MS Agreement Software to anyone else. When a new version of MS Agreement is purchased, the old version of MS Agreement or must be removed from the computer and may not be sold or transferred.

8. **If an employee terminates his/her employment with LCC, he/she is obligated to remove the MS Agreement Software from his/her home computer, and destroy any MS Agreement Software disks in their possession.** Also, if the college were to discontinue the Microsoft Campus Agreement with Microsoft, the employees would be obligated to remove the MS Agreement Software from their home computers.

9. Should MS Agreement Software in CD-ROM form become unreadable by a properly functioning player, the employee may request a replacement. **If the employee supplies the college with the defective disk, it will be replaced without charge.** If no disk is available, we will follow the procedure for lost or stolen disks.

10. Lost or stolen CD’s may be replaced. To obtain a replacement set the employee will need to fill out and sign an affidavit documenting the incident and he/she will be charged the $10.00-per- CD charge.

Your signature below affirms that you have read and comply with the Agreement for Home Use of Microsoft Software.

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<th>Name (Printed)</th>
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June 23, 2014